

INTERGOVERNMENTAL MAINTENANCE AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF HOLBROOK

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF HOLBROOK, a municipal corporation hereinafter called "CITY".

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE.

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section ~~9~~240, 9-499.01, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY.

Attached to this Agreement and incorporated herein by reference as Exhibit "B" is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

WHEREAS, it is to the mutual benefit of the STATE and the CITY to enter into an agreement covering the maintenance of these certain State Highways known as I-40, B-40, US-180 and SR-77 which are State Highways of the STATE OF ARIZONA and which traverse the said CITY OF HOLBROOK over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said CITY, as more particularly set forth upon the map attached hereto and marked Exhibit "C", and by reference made a part hereof.

NO.	7952
FILED WITH SECRETARY OF STATE	
Date Filed	8-3-82
<i>Rec. [Signature]</i>	
Secretary of State	

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds to accomplish the maintenance and betterment responsibilities within the CITY as set forth by this Agreement.
3. That the STATE, acting by and through its Department of Transportation shall, except as otherwise expressly provided in this Agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "C", said jurisdiction, control and responsibility to include:
  - A. Interstate Highway 40.
    - a. All work required within the access control limits.
  - B. All other surface streets including frontage roads associated with Interstate Highway 40.
    - a. Betterment or reconstruction of roadway, curbs, sidewalks, medians and channelization.
    - b. Bridges and drainage.
    - c. Guardrails and fences.
    - d. Transportation permits, such as overweight, overwidth, and over-height as prescribed by law.
    - e. Routine maintenance of roadway and curbs.
    - f. Permits for highway right of way encroachments and use.
    - g. Removal of snow, sand, rock and other debris caused by slides or other causes.

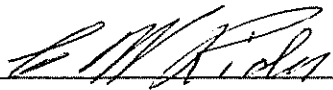
- h. Traffic control devices, including signs, approved crosswalks, striping and marking (except street name and parking).
  - 4. That the CITY shall, except as otherwise expressly provided in this Agreement have jurisdiction and control over routine maintenance of:
    - a. Sidewalks.
    - b. Sprinkling.
    - c. Street lighting (other than safety lighting).
    - d. Street name signs.
    - e. Routine sweeping and cleaning of roadway and curb.
    - f. Parking signs, parking lane striping and curb markings after initial installation.
- for surface streets as set forth in Article 3-B of this Agreement.
- 5. That the CITY shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.
  - 6. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the CITY. A copy of said regulations is attached hereto and marked Exhibit "D", and by reference made a part hereof.
  - 7. That the CITY shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway Right of Way. The CITY will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked Exhibit "E" and by reference made a part hereof.

8. That the CITY will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the CITY on the State Highway Right of Way.
9. All work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the Department of Transportation.
10. It is understood that this Agreement will cancel and supersede any previous Agreements for street maintenance, and betterment on those State Highways which traverse within the boundaries of the CITY.
11. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of July 1982, but in no event prior to its being filed with the Secretary of State.
13. It is understood that this Agreement may be amended, or supplemented, by mutual consent of the parties hereto at any time with all other conditions set forth remaining in effect.
14. This Agreement shall remain in force and effect until June 30, 1983, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

15. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.
16. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.
17. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

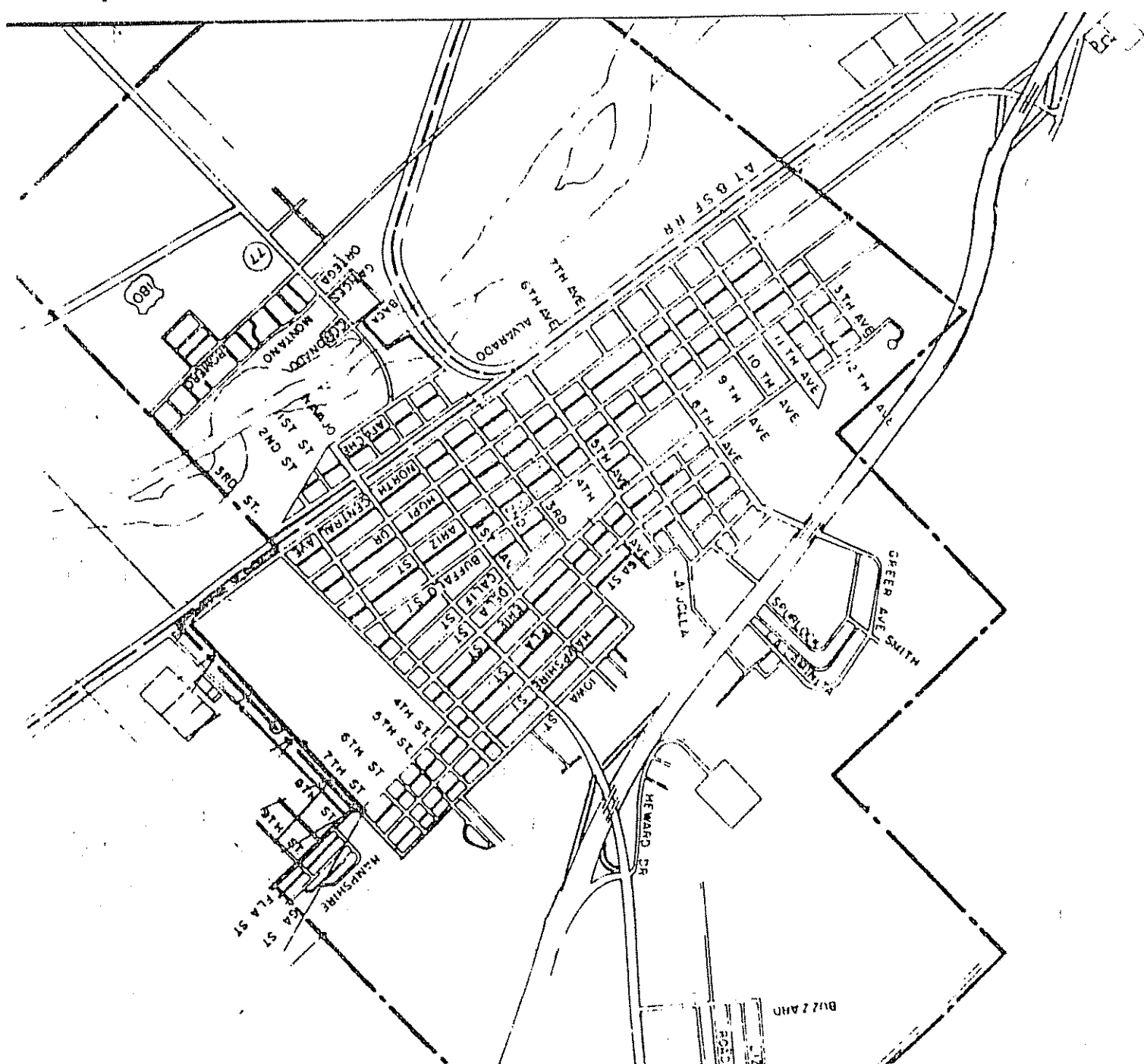
By:   
for Chief Deputy State Engineer

ATTEST:

  
Clerk or Manager

By:   
TITLE: MAYOR





DATE: 5/12/82

TO: CITY COUNCIL OF HOLBROOK

FROM: CITY ATTORNEY

RE: INTERGOVERNMENTAL MAINTENANCE AGREEMENT  
BETWEEN THE STATE OF ARIZONA AND THE  
CITY OF HOLBROOK

I have determined that the above agreement if in proper form and that the CITY is authorized under the laws of the State of Arizona to enter into it.

A handwritten signature in cursive script, appearing to read "W. Clayton", is written over a horizontal line.

EXHIBIT "B"





## Certificate of Insurance

Exhibit "E"

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY  Kindler & Laucci INSurance Brokers Henning Insurance Agency P. O. Box 790 Holbrook, Arizona 86025	COMPANIES AFFORDING COVERAGES	
	COMPANY LETTER	A HOME INSURANCE COMPANY
	COMPANY LETTER	B GRANITE STATE INSURANCE COMPANY
	COMPANY LETTER	C
	COMPANY LETTER	D
NAME AND ADDRESS OF INSURED  CITY OF HOLBROOK 465 First Avenue Holbrook, Arizona 86025	COMPANY LETTER	E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	<b>GENERAL LIABILITY</b>	IST 851 94 15	7-1-82	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD					
A	<b>AUTOMOBILE LIABILITY</b>	BA 608 77 8-8	7-1-82	BODILY INJURY AND PROPERTY DAMAGE COMBINED	1 Million	1 Million
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE					
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> PERSONAL INJURY					
	<input checked="" type="checkbox"/> OWNED					
B	<b>EXCESS LIABILITY</b>	6281 - 5273	7-1-82	BODILY INJURY AND PROPERTY DAMAGE COMBINED	1 Million	1 Million
	<input checked="" type="checkbox"/> UMBRELLA FORM					
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	<input checked="" type="checkbox"/> NON-OWNED					
	<b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>					
	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

CITY OF HOLBROOK -----MUNICIPALITY

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company

NAME AND ADDRESS OF CERTIFICATE HOLDER:  
ARIZONA DEPARTMENT OF TRANSPORTATION  
E. HIGHWAY 66  
HOLBROOK, ARIZONA 86025

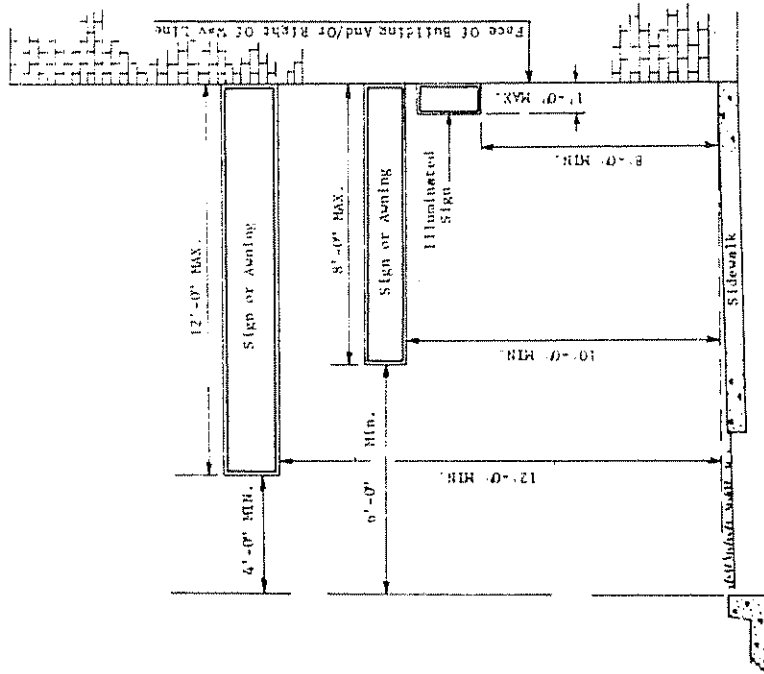
DATE ISSUED May 25, 1982

*Alan R. Grace*  
AUTHORIZED REPRESENTATIVE

EXHIBIT D "D"

GENERAL NOTES

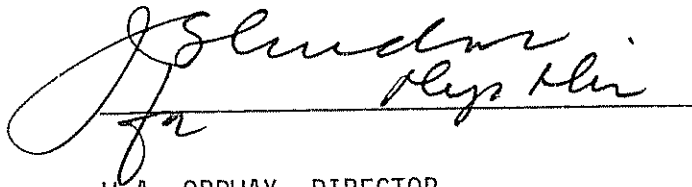
1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way areas.



ARIZONA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION  
STANDARD PLANS  
PERMIT REGULATIONS  
FOR SIGNS AND AWNINGS

RESOLUTION

Be it resolved on this date, July 30, 1982 I, W.A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the City of Holbrook, enter into the intergovernmental agreement for the purpose of maintaining certain State Highways known as I-40, B-40, US-180 and SR-77, which are State Highways of the State of Arizona and which traverse the said City of Holbrook over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said City.

A handwritten signature in cursive script, appearing to read "W.A. Ordway", written over a horizontal line.

W.A. ORDWAY, DIRECTOR

Arizona Department of Transportation

CITY OF HOLBROOK

RESOLUTION NO. 82-3

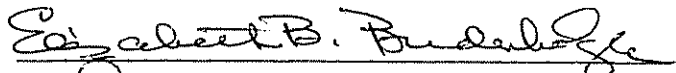
RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF HOLBROOK, ARIZONA, TO ENTER INTO INTERGOVERNMENTAL MAINTENANCE AGREEMENT WITH THE STATE OF ARIZONA AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT;

WHEREAS, the Mayor and Common Council of the CITY OF HOLBROOK find that the within Resolution is in the interest of the CITY OF HOLBROOK:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the CITY OF HOLBROOK, that the CITY enter into an Intergovernmental Maintenance Agreement with the State of Arizona acting by and through the Arizona Department of Transportation to be effective on the 1st day of July 1982, but in no event prior to being filed with the Secretary of State;

BE IT FURTHER RESOLVED that the Mayor of the CITY OF HOLBROOK is authorized to execute said Agreement on behalf of the CITY.

PASSED AND ADOPTED by the Mayor and Common Council of the CITY OF HOLBROOK this date: May 12, 1982.

  
MAYOR

ATTEST:

  
Clerk/Manager

APPROVED AS TO FOR:

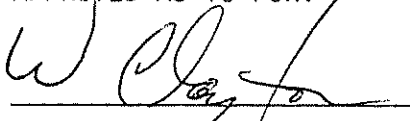
  
Attorney

EXHIBIT "A"



OFFICE OF THE  
**Attorney General**

TRANSPORTATION DIVISION  
1275 WEST WASHINGTON  
PHOENIX, ARIZONA 85007  
(602) 255-1680

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 82-360, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19<sup>th</sup> day of July, 1982.

ROBERT K. CORBIN  
Attorney General

*Albert Morgan*  
Assistant Attorney General  
Transportation Division